

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

WILLIAM MCGROTHERS,

Plaintiff,

v.

GT PIZZA, INC., et al.,

Defendant.

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CASE NO. 2:20-cv-4050

CHIEF JUDGE ALGENON L. MARBLEY

CHIEF MAGISTRATE JUDGE DEEVERS

ORDER

This matter comes before the Court on the parties’ Joint Motion for FLSA Conditional Collective Action Certification (“Motion”). On August 7, 2020, Plaintiff filed a lawsuit alleging, among other things, violations of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201, *et. seq.* (“FLSA”), arising from Defendants’ failure to adequately reimburse delivery drivers for delivery-related expenses. (ECF No. 1). Pursuant to Section 216(b) of the FLSA, the parties filed a joint motion seeking conditionally to certify a class and approve the Notice of Collective Action Lawsuit (“Notice”). (ECF No. 13). Defendants indicated their consent to an Order conditionally certifying the case as a collective action and authorizing that the Notice and Consent form approved by this Court be sent to class members. (*Id.* at 2). Plaintiff and Defendants each submitted a proposed Notice and Consent form, which differ only in the language regarding arbitration agreements in Section 6. (*Id.*).

Accordingly, for the reasons outlined in their motion and for good cause shown, this Court **GRANTS** the parties’ Joint Motion. This Court hereby conditionally certifies the following class:

Collective Action Class: All delivery drivers who work or worked at any Domino’s Pizza location owned/operated by Defendants GT Pizza, Inc. and/or Glenn Stroud from August 7, 2017 to present.

Defendants retain the right to oppose final collective action certification or move for decertification at a later date.

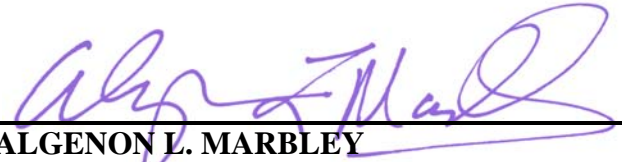
Plaintiff and Defendants each submitted a proposed Notice and Consent form, which differ only in the language regarding arbitration agreements in Section 6. (ECF No. 20, Exs. A and B). This Court hereby **APPROVES** the form and substance of the proposed Notice filed as Exhibit A. This Court also **APPROVES** the form and substance of the “Consent to Join” form included within Exhibit A. Together, these documents constitute the “Notice Packet.” This Court authorizes this Notice Packet to be sent to putative members of the collective action and authorizes a 60-day period for individuals to return the Consent Forms from the date the Notices are sent. This time period constitutes the “Notice Period.”

Given the agreement of the Parties, this Court further orders that Defendant shall provide to Plaintiff: full name, last known mailing address, last known e-mail addresses, dates of birth, employee ID numbers, dates of employment as delivery drivers, store location, and store numbers for all delivery drivers who worked for Defendants from August 7, 2017 to present, in Microsoft Excel format. Defendants shall provide this information no later than twenty-one days from the date of this Order. During the notice period, Plaintiffs’ counsel shall only use this list to communicate with putative class members as described herein.

Plaintiff’s Counsel shall send to putative class members the Notice Packet as approved by this Court and shall send nothing further. Plaintiff’s Counsel shall send the Notice Packet by mail within twenty-one days of receiving the putative class members’ contact information from Defendant. Plaintiff’s Counsel shall verify the date of postmark with Defendant’s Counsel within one business day of mailing.

All Consent Forms sent to Plaintiff's Counsel for filing with the Court must be postmarked or otherwise returned within the Notice Period. If any Notice Packet sent via first-class U.S. Mail is returned to Plaintiff's Counsel because of an incorrect mailing address, Plaintiff's Counsel may call the potential opt-in plaintiff after their Notice Packet is returned in order to obtain their current mailing address.

IT IS SO ORDERED.



ALGENON L. MARBLEY
CHIEF UNITED STATES DISTRICT JUDGE

DATED: January 19, 2021